



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

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Fifth District

August 21, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES: RECOMMENDATION TO APPROVE
AMENDMENT NUMBER TWO TO CHANGE THE PAYMENT STRUCTURE OF THE
CONTRACTS FOR THE HOUSING LOCATOR SERVICES FOR HOMELESS CALWORKS
WELFARE-TO-WORK FAMILIES
(ALL DISTRICTS – 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign the attached Amendment Number Two to amend the existing payment structure to allow for payment of a referral fee in addition to the placement and retention fees under the Housing Locator Services contracts with Del Richardson & Associates (DRA), and Weingart Center Association (WCA) effective August 21, 2007, or the day after Board approval, whichever is later, through July 31, 2008.

Notwithstanding a reduction in the overall existing placement and retention fees by 4.2 percent, the addition of a referral pay point potentially increases contract costs. To mitigate increased costs beyond the current maximum contract level, referral activity will be adjusted at the point the contract costs reach the 75 percent expenditure level.

PURPOSE/JUSTIFICATION OR RECOMMENDED ACTION

The purpose of the request is to amend the current Housing Locator Services contracts' payment structure and add new requirements for the contractor to complete an assessment of the barriers that may preclude families' placement into affordable housing and to update information to the housing assistance database to track and archive information pertinent to the housing assistance provided to the family. Housing Locator Services are provided to

homeless CalWORKs Welfare-to-Work (WtW) families, to assist them in locating affordable permanent rental housing in residential neighborhoods, to negotiate rental agreements with landlords, with transportation to rental locations, and to move into affordable rental housing within 60 calendar days from the referral date.

The revised payment structure will better support the contractors' operations and strengthen their capacity to achieve the objectives of the project. The proposed payment structure will change DRA's and WCA's existing payments as follows:

Del Richardson & Associates

- **From:** \$2,000 per successful placement fee and \$1,000 one-time retention fee (50 percent of the Placement fee) per family remaining in the same rental housing unit for six consecutive months.
- **To:** \$250 per referral fee if referred family appears for appointment; \$1,750 per successful placement fee; and \$875 one-time retention fee (50 percent of the placement fee) per family remaining in same rental housing for six consecutive months. This change will result in a reduction of \$125 or 4.2 percent in the overall pay point fees.
- The one-time Landlord Assistance fee of \$750 per family remaining in the same rental housing unit for six consecutive months will remain the same.

Weingart Center Association

The amounts of WCA's payments are less than DRA's due to negotiated payment structure during the initial contract award. Notwithstanding, the change reflects an equivalent payment reduction of 4.2 percent.

- **From:** \$1,421 per successful placement fee and \$711 one-time retention fee (50 percent of the placement fee) per family remaining in same rental housing unit for six consecutive months.
- **To:** \$178 per referral fee if referred family appears for appointment; \$1,243 per successful placement fee; and \$622 one-time retention fee (50 percent of the placement fee) per family remaining in same rental housing unit for six consecutive months. This change will result in a reduction of \$89 or 4.2 percent in the overall pay point fees.

- The one-time landlord assistance fee of \$750 per family remaining in same rental housing unit for six consecutive months will remain the same.

Contractors will be required to adhere to new requirements. Provisions added under Amendment Number Two include:

- A requirement for contractors to provide the Department of Public Social Services (DPSS) with an assessment of the barriers that may preclude the family's placement into affordable permanent housing within 60 calendar days from the referral date. The purpose of the assessment is to determine whether DPSS can provide additional services (e.g., substance abuse or mental health services, etc.) to ameliorate barriers identified by the contractors.
- The contractors must update CalWORKs family information through data entry to the Permanent Housing Assistance Services (PHASE) database to capture the results of the face-to-face appointment with the family.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5: Children and Families' Well-Being: to improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

The maximum annual cost for both contracts is \$4,893,277. Funding for Housing Locator Services for homeless CalWORKs WtW families has been included in the Department's FY 07-08 Adopted Budget. There is no additional Net County Cost (NCC) after the required CalWORKs Maintenance of Effort (MOE) is met.

The contract for DRA is estimated at \$4,365,250 annually for Housing Locator Services for the homeless CalWORKs WtW families.

The contract for WCA is estimated at \$528,027 annually for Housing Locator Services for the homeless CalWORKs WtW families.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Amendment Number Two will commence on August 21, 2007, or the day after Board approval, whichever is later, and will continue through July 31, 2008.

Both contractors are required to provide Housing Locator Services for homeless CalWORKs WtW families such as locating affordable permanent rental housing in residential neighborhoods, negotiating rental agreements with landlords, transporting homeless families to rental locations, and moving homeless families into affordable rental housing within 60 calendar days from the referral date. The contractors will be allowed an additional 60 calendar days, not to exceed 120 calendar days from the referral date, to continue working with the homeless CalWORKs WtW families pending housing placement on a case-by-case basis.

These contracts will not result in the unauthorized disclosure of confidential information and will be in full compliance with Federal, State and County regulations. The contracts include performance outcome measures that will measure the contractors' performance. The County may terminate these contracts for convenience with 30 calendar days written notice. The contracts also contain provisions that limit the County's obligation if funding is not appropriated by your Board for each year of the contracts.

The Housing Locator Services contracts which require Housing Locator resources to serve the homeless CalWORKs WtW families are not routinely performed by County staff. These contracts are non-Prop A contracts.

The contract has been approved as to form by County Counsel.

CONTRACTOR PERFORMANCE

The Contract contains two performance outcome measures that will measure the contractor's ability to place homeless CalWORKs families into permanent affordable housing.

These measures are as follows:

- For each Service Planning Area (SPA), contractors are to maintain a minimum of 75 percent placements of the quarterly average placement rate for all eight SPAs.
- Once the CalWORKs WtW families are placed in affordable housing, contractors are to maintain 80 percent of the placed CalWORKs WtW families in permanent affordable housing for six consecutive months.

Honorable Board of Supervisors
August 21, 2007
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IMPACT ON CURRENT SERVICES

The award of these contract amendments will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and four original signed copies for each of the Amendments to the Director of DPSS.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:BY
GP:JAB:lbm

Attachments (2)

c: County Counsel
Executive Officer, Board of Supervisors

**AMENDMENT NUMBER TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES AND
WEINGART CENTER ASSOCIATION FOR
THE PROVISIONS OF HOUSING LOCATOR SERVICES FOR
HOMELESS CALWORKS WELFARE-TO-WORK FAMILIES AND
HOUSING LOCATOR CONSULTANT SERVICES FOR
GENERAL RELIEF SINGLE ADULTS
CONTRACT # 75837**

Reference is made to the document entitled "*Contract By and Between County of Los Angeles and Weingart Center Association for Housing Locators Services for Homeless CalWORKs Welfare-to-Work (WtW) Families and Housing Locator Consultant Services for General Relief Single Adults*", dated July 25, 2006, and further identified as Contract #75837 (hereinafter referred to as "Contract").

WHEREAS, Terms and Condition, Section 8.7, Changes and Amendments of Terms, Sub-Section 8.7.2, for any revision, which materially affects the scope of work of any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors.

THEREFORE, effective the day after approval by the Board of Supervisors, the Contract is revised to read as follows:

1. SECTION 6.0, CONTRACT PAYMENT, is deleted in its entirety and amended to read as follows:

6.1 Basic Compensation

The Contractor will be compensated a Referral Fee in the amount of \$178 per homeless CalWORKs WtW family referred to the Housing Locator Contractor, and a Successful Placement Fee in the amount of \$1,243 for placing homeless CalWORKs WtW families in affordable permanent housing. Placement commences as soon as participant moves into permanent housing. Payment to the Contractor will be made in arrears on a monthly basis.

In addition to the Referral Fee and Fee Per Successful Placement, Contractor shall be paid a one-time Retention Fee per family remaining in the same rental housing unit for six (6) consecutive months. The Retention Fee is calculated at 50 percent of the Fee Per Successful Placement per family. Under this contract, the Retention Fee will therefore be \$622 per family.

In addition to the Retention Fee, the Contractor shall be paid a one-time Landlord Assistance Fee of \$750 per family who remain in the same rental housing unit for six (6) consecutive months.

Contractor providing the homeless CalWORKs WtW Housing Locator Services shall be responsible for the billing of the one-time Retention Fee; and the billing and disbursing of the one-time Landlord Assistance Fee of \$750 to the Landlords of the properties once the homeless CalWORKs WtW family resides in the same rental housing unit for six (6) consecutive months. The Contractor will deposit the Landlord Assistance Fee in a non-interest

bearing account and shall pay the Landlord within ten (10) business days from receipt of the fee from the County.

Upon termination of the contract, Contractor may be entitled to receive a one-time Retention Fee and one-time Landlord Assistance Fee for each family placed in affordable permanent housing within six (6) months from the termination of the contract and has remained in the same rental housing unit for six (6) consecutive months which may be after the termination of the contract.

Contractor shall not be paid the Successful Placement Fees for homeless CalWORKs WtW families placed in housing facilities that the Contractor, a Subcontractor, or a consultant of Contractor own, in whole or in part, or have an interest in.

6.2 Maximum Contract Amount

- 6.2.1 The maximum amount payable for the Housing Locators Services for CalWORKs WtW Families shall not exceed five hundred twenty-eight thousand twenty-seven U.S. Dollars (\$528,027) for one (1) contract year. Any amount over the maximum shall not be paid by the County.
- 6.2.2 Contract expenditures shall be monitored to the 75 percent expenditure level to adjust referral activity in order to remain within budget.
- 6.2.3 Contract expenditures that exceed the maximum amount shall not be reimbursed by the County and shall become the fiscal responsibility of Contractor.

6.3 Retention Fee and Landlord Assistance Fee

- 6.3.1 Contractor shall be paid a one-time Retention Fee per homeless CalWORKs WtW family remaining in the same rental housing unit for six (6) consecutive months. The Retention Fee is calculated at 50 percent of the Successful Placement Fee per family. Under this Contract, the Retention Fee will therefore be \$622 per family who remain in the same rental housing unit for six (6) consecutive months.
- 6.3.2 Additionally, the Contractor shall be paid a one-time Landlord Assistance Fee of \$750 per homeless CalWORKs WtW family who remain in the same rental housing unit for six (6) consecutive months.

The Contractor will then be responsible for paying the Landlord a one-time Landlord Assistance Fee of \$750 once the homeless CalWORKs WtW family resides in the same rental housing unit for six (6) consecutive months. The Contractor will deposit the Landlord Assistance Fee in a non-interest bearing account and shall pay the Landlord within ten (10) business days from receipt of the fee from the County.

The one-time Retention Fee and the one-time Landlord Assistance Fee are to compensate the Contractor and the Landlord for assisting homeless CalWORKs WtW families who remain in the same permanent rental housing unit for six (6) consecutive months.

- 6.3.3 Contractor shall not be paid for the one-time Retention Fee and landlord Assistance Fee for homeless CalWORKs WtW families placed in housing facilities that the Contractor, a Subcontractor, or a consultant of Contractor own, in whole or in part, or have an interest in.

6.4 Payment Processing

- 6.4.1 Payments for the homeless CalWORKs WtW families placed in permanent housing will be made monthly in arrears provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice.
- 6.4.2 Contractor shall be paid a referral fee, successful placement fee, retention fee, and landlord assistance fee under this Contract less any offset authorized by this Contract or otherwise authorized by law based on the following:
- 6.4.2.1 Homeless CalWORKs WtW families \$178 per referral. Referral fees for families that do not show up for appointment will not be paid.
 - 6.4.2.2 Homeless CalWORKs WtW families \$1,243 per successful placement into permanent affordable housing.
 - 6.4.2.3 Homeless CalWORKs WtW families \$622 retention fee for families who remain in the same permanent rental housing unit for six (6) consecutive months.
 - 6.4.2.4 Homeless CalWORKs WtW families \$750 landlord assistance fee per family who remain in the same rental housing unit for six (6) consecutive months.
- 6.4.3 Contractor shall prepare and submit an invoice for Homeless CalWORKs WtW Families (Attachment A – Monthly Invoice) in an original and one copy, along with its Monthly Management Report (MMR) and other required documentations, to the County Contract Administrator (CCA) within fifteen (15) calendar days after the end of the month in which services were provided or payment may be delayed. The monthly invoice shall include the following billable costs:
- 1) The total referral fee is calculated by multiplying the total number of homeless CalWORKs WtW families referred to the HL for the report month by referral fee which is one hundred seventy eight U.S. Dollars (\$178) per referral. Contractor will not be paid a referral fee for a referred family that does not show up for appointment.
 - 2) The total Fee for Successful Placements is calculated by multiplying the verifiable number of homeless CalWORKs WtW families successfully placed in affordable permanent housing in the month by the Successful Placement fee, which is one thousand two hundred forty three U.S. Dollars (\$1,243).

- 3) The total of one-time Retention Fee is calculated by multiplying the verifiable number of homeless CalWORKs WtW families who were successfully placed in affordable permanent housing and have remained in the same rental housing unit for six (6) consecutive months by the Retention Fee. The Retention Fee under this contract is 50 percent of the Successful Placement fee per family which is six hundred twenty two U.S. Dollars (\$622) per family who remain in the same rental housing unit for six (6) consecutive months.
- 4) The total of one-time Landlords Assistance Fee is calculated by multiplying the verifiable number of homeless CalWORKs WtW families who were successfully placed in affordable permanent housing and have remained in the same rental housing unit for six (6) consecutive months by the Landlords Assistance Fee of seven hundred fifty U.S. Dollars (\$750) per family who remain in the same rental housing unit for six (6) consecutive months.

Contractor shall be responsible for the billing of the one-time Retention Fee; billing and disbursing of the one-time Landlord Assistance Fee to the landlords of the properties once the homeless CalWORKs WtW families resides in the same rental housing unit for six (6) consecutive months; and verifying the payment of the Landlord Assistance Fee at the end of the six (6) month period.

Upon termination of the Contract, Contractor may be entitled to receive a one-time Retention Fee and one-time Landlord Assistance Fee for each family who was placed in the same permanent housing within six (6) months from the termination of the Contract and has remained in same rental housing unit for six (6) consecutive months which may be after the termination of the Contract.

In addition to the above, the invoices shall include back-up documentation to validate the invoice amounts:

- Referral to Housing Locator form, PA 4036 (Technical Exhibit 6), signed and dated by participant;
- Completed Barriers to Permanent Housing Assessment form, PA 6053 (Technical Exhibit 16);
- The detailed referral list for the report month including first and last name, case number, referral date, district office name, and Homeless Case Manager's name;
- Rental Agreements, signed and dated by both Landlord and Tenant with complete address and move-in date;
- Proof (e.g. current rent receipt, Landlord statement, etc.) that participants remained in the same rental housing unit for six (6) consecutive months to warrant a Retention Fee and a Landlord Assistance Fee; and
- Any other required back-up documentation.

The County shall not be liable for billings submitted one (1) year after the placement services were rendered.

- 6.4.4 County will review and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. County will make a reasonable

effort to effect payment to the Contractor within thirty (30) calendar days from receipt of an invoice, which is accurate as to form and content.

- 6.4.5 Contractor shall invoice and the County shall authorize payment for Housing Locator Services for Homeless CalWORKs WtW Families completed during the invoice month. For invoicing purposes, the Contractor shall clearly identify services as "Housing Locator Services for Homeless CalWORKs WtW Families" on the invoice.
- 6.4.6 County may delay the final payment due hereunder up to twelve (12) months after the termination of the Contract. Contractor shall be liable for payment within thirty (30) calendar days of written notice on any offset authorized by the County, not deducted from any payment made by the County to the Contractor.
- 6.4.7 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

2. ATTACHMENT A, STATEMENT OF WORK – PART A, SECTION 1.3, SCOPE OF WORK, SUB-SECTION 1.3.4, is amended to read as follows:

- 1.3.4 Conduct an initial intake and screening of the homeless CalWORKs WtW families to assess the housing needs of the families within five (5) working days from date of Homeless Case Manager's (HCM) referral.
 - 1.3.4.1 HL shall complete and submit to DPSS a family assessment form, Barriers to Permanent Housing Assessment (PA 6053), (Technical Exhibit 16).
 - 1.3.4.2 HL shall record the face-to-face appointment with the CalWORKs WtW families by inputting/updating all contact information into the Permanent Housing Assistance Services (PHASE) database under the "Case Notes," "Services," and "Referral" sections.

3. TECHNICAL EXHIBIT 5, SAMPLE MONTHLY INVOICE, is deleted in its entirety and replaced with Technical Exhibit 5A (revised 7/07).

All other terms and conditions of the Contract remain in full force and effect.

#

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by the Chairman, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and Contractor has caused this Amendment to be signed by its duly authorized Officer(s), on this _____ day of _____, 2007.

CONTRACTOR

By _____
Gregory C. Scott, President and CEO
Weingart Center Association

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai, Executive Officer
Clerk of the Board of Supervisors
Of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
David R. Beaudet, Deputy County Counsel

**MONTHLY INVOICE
HOUSING LOCATOR SERVICES
FOR
HOMELESS CALWORKS WTW FAMILIES**

Date: _____

Service Month: _____

CONTRACT NUMBER: 75837

VENDOR NAME AND ADDRESS:

TAXPAYER ID NUMBER: 95-6054617

Weingart Center Association
Attn: Hoa Cao, Accounting Manager
566 S. San Pedro Street
Los Angeles, CA 90013

TELEPHONE NUMBER:

of families X Rate = Total

I. Referral Fee for service month

_____ X \$ 178 = _____

II. Fees Per Successful Placement

*Number of Families placed this month.

_____ X \$1,243 = _____

III. One-Time Per Placement Contractor's Retention Fee:

*Number of families placed in permanent housing
and remain in the rental housing unit for six (6)
consecutive months following the month of placement.

_____ X \$ 622 = _____

IV. One-Time Per Placement Landlord Assistance Fee

*Number of families placed in permanent housing
and remain in the rental housing unit for six (6)
consecutive months following the month of placement.

_____ X \$ 750 = _____

* NOTE: Back-up documents are needed.

1) PA 4036 – Referral Form signed and dated by participant.

2) Rental Agreements with participants and landlord's signatures, move-in date, complete address, unit/apartment number and zip code.

3) Proof that participant remained in the same rental housing unit for six (6) consecutive months to warrant a Retention Fee and a Landlord Assistance Fee.

4) Any other back-up documentation.

CONTRACTOR SIGNATURE_____
Date Signed_____
FOR DPSS USE ONLY_____
County Contract Administrator Signature_____
Date Signed_____
DATE INVOICE RECEIVED_____
DATE SUBMITTED TO FMD/FISCAL OPERATIONS

CMD REVISED 7/07

BARRIERS TO PERMANENT HOUSING ASSESSMENT

(To be completed by the Housing Locator conducting the Client Intake)

A. REFERRING INFORMATION**To: HOMELESS CASE MANAGER****From: HOUSING LOCATOR**_____
HCM Name and District Office_____
Name

Phone: _____

Fax: _____

Date/Time: _____

Phone: _____

Housing Locator Agency

Fax: _____

B. CASE INFORMATION

Case Name: _____

Case Number: _____

Primary Language: _____

DOB: _____

Social Security Number: _____

Number of persons in the household: _____

Participant may be reached by phone at: _____

Adults: _____

Children: _____

Family members
with disabilities: _____

Own phone

Cell

Message

C. BARRIER ASSESSMENT

1. What are this family's major barriers to obtaining permanent housing? (You may list more than one)

2. Does any family member have service needs other than housing locator services? If yes, explain:

Service NeedFamily Member

- 1) Employment services
- 2) Domestic Violence services
- 3) Mental Health services
- 4) Substance Abuse services
- 5) Nutrition services
- 6) School Attendance services
- 7) Immunization services
- 8) Child Support services
- 9) GAIN sanction services
- 10) Money Management services
- 11) Other service needs:

Client Signature: _____

Date: _____

HL Signature: _____

Date: _____

**AMENDMENT NUMBER TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES AND
DEL RICHARDSON & ASSOCIATES FOR
THE PROVISIONS OF HOUSING LOCATORS SERVICES FOR
HOMELESS CALWORKS WELFARE-TO-WORK FAMILIES
CONTRACT # 75838**

Reference is made to the document entitled "*Contract By and Between County of Los Angeles and Del Richardson & Associates, Inc. for Housing Locators Services for Homeless CalWORKs Welfare-to-Work (WtW) Families*", dated July 25, 2006, and further identified as Contract #75838 (hereinafter referred to as "Contract").

WHEREAS, Terms and Condition, Section 8.7, Changes and Amendments of Terms, Sub-Section 8.7.2, for any revision, which materially affects the scope of work of any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors.

THEREFORE, effective the day after approval by the Board of Supervisors, the Contract is revised to read as follows:

1. SECTION 6.0, CONTRACT PAYMENT, is deleted in its entirety and amended to read as follows:

6.1 Basic Compensation

The Contractor will be compensated a Referral Fee in the amount of \$250 per homeless CalWORKs WtW family referred to the Housing Locator Contractor, and a Successful Placement Fee in the amount of \$1,750 for placing homeless CalWORKs WtW families in affordable permanent housing. Placement commences as soon as participant moves into permanent housing. Payment to the Contractor will be made in arrears on a monthly basis.

In addition to the Referral Fee and Fee Per Successful Placement, Contractor shall be paid a one-time Retention Fee per family remaining in the same rental housing unit for six (6) consecutive months. The Retention Fee is calculated at 50 percent of the Fee Per Successful Placement per family. Under this Contract, the Retention Fee will therefore be \$875 per family.

In addition to the Retention Fee, the Contractor shall be paid a one-time Landlord Assistance Fee of \$750 per family who remain in the same rental housing unit for six (6) consecutive months.

Contractor providing the homeless CalWORKs WtW Housing Locator Services shall be responsible for the billing of the one-time Retention Fee; and the billing and disbursing of the one-time Landlord Assistance Fee of \$750 to the Landlords of the properties once the homeless CalWORKs WtW family resides in the same rental housing unit for six (6) consecutive months. The Contractor will deposit the Landlord Assistance Fee in a non-interest bearing account and shall pay the Landlord within ten (10) business days from receipt of the fee from the County.

Upon termination of the Contract, Contractor may be entitled to receive a one-time Retention Fee and one-time Landlord Assistance Fee for each family placed in affordable permanent housing within six (6) months from the termination of the Contract and has remained in the same rental housing unit for six (6) consecutive months which may be after the termination of the Contract.

Contractor shall not be paid the Successful Placement Fees for homeless CalWORKs WtW families placed in housing facilities that the Contractor, a Subcontractor, or a consultant of Contractor own, in whole or in part, or have an interest in.

6.2 Maximum Contract Amount

- 6.2.1 The maximum amount payable for the Housing Locators Services for CalWORKs WtW Families shall not exceed four million three hundred sixty five thousand two hundred fifty U.S. Dollars (\$4,365,250) for one (1) Contract year. Any amount over the maximum shall not be paid by the County.
- 6.2.2 Contract expenditure shall be monitored to the 75 percent expenditure level to adjust referral activity in order to remain within budget.
- 6.2.3 Contract expenditures that exceed the maximum amount shall not be reimbursed by the County and shall become the fiscal responsibility of Contractor.

6.3 Retention Fee and Landlord Assistance Fee

- 6.3.1 Contractor shall be paid a one-time Retention Fee per homeless CalWORKs WtW family remaining in the same rental housing unit for six (6) consecutive months. The Retention Fee is calculated at 50 percent of the Successful Placement Fee per family. Under this Contract, the Retention Fee will therefore be \$875 per family who remain in the same rental housing unit for six (6) consecutive months.
- 6.3.2 Additionally, the Contractor shall be paid a one-time Landlord Assistance Fee of \$750 per homeless CalWORKs WtW family who remain in the same rental housing unit for six (6) consecutive months.

The Contractor will then be responsible for paying the Landlord a one-time Landlord Assistance Fee of \$750 once the homeless CalWORKs WtW family resides in the same rental housing unit for six (6) consecutive months. The Contractor will deposit the Landlord Assistance Fee in a non-interest bearing account and shall pay the Landlord within ten (10) business days from receipt of the fee from the County.

The one-time Retention Fee and the one-time Landlord Assistance Fee are to compensate the Contractor and the Landlord for assisting homeless CalWORKs WtW families who remain in the same permanent rental housing unit for six (6) consecutive months.

- 6.3.3 Contractor shall not be paid for the one-time Retention Fee and landlord Assistance Fee for homeless CalWORKs WtW families placed in housing

facilities that the Contractor, a Subcontractor, or a consultant of Contractor own, in whole or in part, or have an interest in.

6.4 Payment Processing

- 6.4.1 Payments for the homeless CalWORKs WtW families placed in permanent housing will be made monthly in arrears provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice.
- 6.4.2 Contractor shall be paid a referral fee and successful placement fee under this Contract less any offset authorized by this Contract or otherwise authorized by law based on the following:
 - 6.4.2.1 Homeless CalWORKs WtW families \$250 per referral. Referral fees for families that do not show up for appointment will not be paid.
 - 6.4.2.2 Homeless CalWORKs WtW families \$1,750 per successful placement into permanent affordable housing.
 - 6.4.2.3 Homeless CalWORKs WtW families \$875 retention fee for families who remain in the same permanent rental housing unit for six (6) consecutive months.
 - 6.4.2.4 Homeless CalWORKs WtW families \$750 landlord assistance fee per family who remain in the same rental housing unit for six (6) consecutive months.
- 6.4.3 Contractor shall prepare and submit an invoice for Homeless CalWORKs WtW Families (Attachment A – Monthly Invoice) in an original and one copy, along with its Monthly Management Report (MMR) and other required documentations, to the County Contract Administrator (CCA) within fifteen (15) calendar days after the end of the month in which services were provided or payment may be delayed. The monthly invoice shall include the following billable costs:
 - 1) The total number of homeless CalWORKs WtW families referred to the HL for the report month. Contractor will not be paid a referral fee for a referred family that does not show up for appointment.
 - 2) The total Fee Per Successful Placement amount of \$1,750 which is calculated by multiplying the verifiable number of homeless CalWORKs WtW families successfully placed in affordable permanent housing for the report month.
 - 3) The one-time Retention Fee amount of \$875, which is 50 percent of the Fee Per Successful Placement, is calculated by multiplying the verifiable number of homeless CalWORKs WtW families who were successfully placed in affordable permanent housing and have remained in the same rental housing unit for six (6) consecutive months.

- 4) The one-time Landlords Assistance Fee amount of \$750 is calculated by multiplying the verifiable number of homeless CalWORKs WtW families who were successfully placed in affordable permanent housing and have remained in the same rental housing unit for six (6) consecutive months.

Contractor shall be responsible for the billing of the one-time Retention Fee; billing and disbursing of the one-time Landlord Assistance Fee to the landlords of the properties once the homeless CalWORKs WtW families resides in the same rental housing unit for six (6) consecutive months; and verifying the payment of the Landlord Assistance Fee at the end of the six (6) month period.

Upon termination of the Contract, Contractor may be entitled to receive a one-time Retention Fee and one-time Landlord Assistance Fee for each family who was placed in the same permanent housing within six (6) months from the termination of the Contract and has remained in same rental housing unit for six (6) consecutive months which may be after the termination of the Contract.

In addition to the above, the invoices shall include back-up documentation to validate the invoice amounts:

- Referral to Housing Locator form, PA 4036, signed and dated by participant;
- Completed Barriers to Permanent Housing Assessment form, PA 6053 (Technical Exhibit 16);
- The detailed referral list for the report month including first and last name, case number, referral date, district office name, and Homeless Case Manager's name;
- Rental Agreements, signed and dated by both Landlord and Tenant with complete address and move-in date;
- Proof (e.g. current rent receipt, Landlord statement, etc.) that participants remained in the same rental housing unit for six (6) consecutive months to warrant a Retention Fee and a Landlord Assistance Fee; and
- Any other required back-up documentation.

The County shall not be liable for billings submitted one (1) year after the placement services were rendered.

- 6.4.4 County will review and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. County will make a reasonable effort to effect payment to the Contractor within thirty (30) calendar days from receipt of an invoice, which is accurate as to form and content.
- 6.4.5 Contractor shall invoice and the County shall authorize payment for Housing Locator Services for Homeless CalWORKs WtW Families completed during the invoice month. For invoicing purposes, the Contractor shall clearly identify services as "Housing Locator Services for Homeless CalWORKs WtW Families" on the invoice.

6.4.6 County may delay the final payment due hereunder up to twelve (12) months after the termination of the Contract. Contractor shall be liable for payment within thirty (30) calendar days of written notice on any offset authorized by the County, not deducted from any payment made by the County to the Contractor.

6.4.7 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

2. ATTACHMENT A, STATEMENT OF WORK, SECTION 1.3, SUB-SECTION 1.3.4, SCOPE OF WORK is amended to read as follows:

1.3.4 Conduct an initial intake and screening of the homeless CalWORKs WtW families to assess the housing needs of the families within five (5) working days from date of Homeless Case Manager's (HCM) referral.

1.3.4.1 HL shall complete and submit to DPSS a family assessment form, Barriers to Permanent Housing Assessment (PA 6053), (Technical Exhibit 16).

1.3.4.2 HL shall record the face-to-face appointment with the CalWORKs WtW families by inputting/updating all contact information into the Permanent Housing Assistance Services (PHASE) database under the "Case Notes," "Services," and "Referral" sections.

3. TECHNICAL EXHIBIT 5, SAMPLE MONTHLY INVOICE, is deleted in its entirety and replaced with Technical Exhibit 5A (revised 7/07).

All other terms and conditions of this Contract shall remain in full force and effect.

#

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by the Chairman, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and Contractor has caused this Amendment to be signed by its duly authorized Officer(s), on this _____ day of _____, 2007.

CONTRACTOR

By _____
Del Richardson, President
Del Richardson & Associates, Inc.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisor

ATTEST:

Sachi A. Hamai, Executive Officer
Clerk of the Board of Supervisors
Of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
David R. Beaudet, Deputy County Counsel

**MONTHLY INVOICE
HOUSING LOCATOR SERVICES
FOR
HOMELESS CALWORKS WTW FAMILIES**

Date: _____

Service Month: _____

CONTRACT NUMBER: 75838

VENDOR NAME AND ADDRESS:

TAXPAYER ID NUMBER: 95-4711447

Del Richardson & Associates
Attn: Olivia Boston, Accounting Manager
510 S. La Brea Avenue
Inglewood, CA 90301

TELEPHONE NUMBER:

	# of families	X	Rate	=	Total
I. Referral Fee for service month	_____	X	\$ 250	=	_____
II. Fees Per Successful Placement					
*Number of Families placed this month.	_____	X	\$1,750	=	_____
III. One-Time Per Placement Contractor's Retention Fee:					
*Number of families placed in permanent housing and remain in the rental housing unit for six (6) consecutive months following the month of placement.	_____	X	\$ 875	=	_____
IV. One-Time Per Placement Landlord Assistance Fee					
*Number of families placed in permanent housing and remain in the rental housing unit for six (6) consecutive months following the month of placement.	_____	X	\$ 750	=	_____

* NOTE: Back-up documents are needed.

1) PA 4036 – Referral Form signed and dated by participant.

2) Rental Agreements with participants and landlord's signatures, move-in date, complete address, unit/apartment number and zip code.

3) Proof that participant remained in the same rental housing unit for six (6) consecutive months to warrant a Retention Fee and a Landlord Assistance Fee.

4) Any other back-up documentation.

CONTRACTOR SIGNATURE_____
Date Signed_____
FOR DPSS USE ONLY_____
County Contract Administrator Signature_____
Date Signed_____
DATE INVOICE RECEIVED_____
DATE SUBMITTED TO FMD/FISCAL OPERATIONS

CMD REVISED 7/07

(To be completed by the Housing Locator conducting the Client Intake)

Client Signature: _____

Date: _____

HL Signature: _____

Date: _____